



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

with the purchase of the land and finally to review their decision. The plaintiff sues on the contract for commission for the services rendered by him, through A, to the defendant in the sale of the land. *Held*, that the contract is unenforceable. *Horne v. Barber*, [1919] V. L. R. 553.

In determining whether a contract is against public policy, its tendency, and not simply the actual result, must be considered. *McMullen v. Hoffman*, 174 U. S. 639; *Sherman v. Burton*, 165 Mich. 293, 130 N. W. 667; *Egerton v. Brownlow*, 4 H. L. C. 1. Agreements between private individuals to influence official action by such methods as may substitute private interests in the place of the public welfare are illegal. *Hare v. Phaup*, 23 Okla. 575, 101 Pac. 1050; *Drake v. Lauer*, 93 N. Y. App. Div. 86, 86 N. Y. Supp. 986. The same is true of contracts to agitate popular action for individual motives. *Metz v. Woodward-Brown Realty Co.*, 182 N. Y. App. Div. 60, 169 N. Y. Supp. 299; *Stirlan v. Blethen*, 79 Wash. 10, 139 Pac. 618. By the better view, contracts for a contingent commission upon a sale to the government do not come within this principle because the corrupting tendency is too remote. *Kerr v. American Pneumatic Service Co.*, 188 Mass. 27, 73 N. E. 857. But public officers are barred from having a private interest in the contracts of the body which they represent. *Goodyear v. Brown*, 155 Pa. St. 514, 26 Atl. 665; *Brennan v. Purington Paving Brick Co.*, 171 Ill. App. 276. There can be no doubt that the instant case falls within the category of agreements tending to create a corrupting conflict between public duty and private interest and is therefore against public policy. Cf. *Oscanyan v. Winchester Repeating Arms Co.*, 103 U. S. 261; *Montefiore v. Mendenay Motor Components Co.*, [1918] 2 K. B. 241.

INSANE PERSONS — CONFLICTING ADJUDICATIONS AS TO COMPETENCY — CAPACITY TO SUE. — In an action for libel in a federal court in New York, the defendant set up a New York court's adjudication of the plaintiff's insanity to establish his incapacity to sue. The New York code provides that a party may prosecute or defend a civil action "unless he has been judicially declared to be incompetent to manage his affairs" (CODE CIV. PRO., § 55). The plaintiff proved a subsequent adjudication of sanity by a foreign court of competent jurisdiction. *Held*, that he was competent to sue. *Chaloner v. New York Evening Post Co.*, 260 Fed. 335 (Dist. Ct. S. D. N. Y.).

Since the competency of parties is a procedural question, the federal courts should generally follow local practice on this subject. See U. S. REV. STAT., § 914. Accordingly, the plaintiff could not have successfully maintained, in a federal court in New York, any action for the return of his property held by a New York commission, or for the commission's refusal to deliver it, which he could not have maintained in the state court. *Gasquet v. Fenner*, 247 U. S. 16; *Chaloner v. Sherman*, 242 U. S. 455. The foreign adjudication could have no extraterritorial effect on the plaintiff's right to property in the custody of the New York commission. *Gasquet v. Fenner*, *supra*. Here, however, the plaintiff simply offered the foreign adjudication to establish his competency, under the New York code, to appear in court as a party plaintiff. As the court said, the gist of the code disqualification is the mental incapacity, not the fact of a judicial declaration of insanity. An adjudication of lunacy is not conclusive as to subsequent mental capacity. *Lucas v. Parsons*, 23 Ga. 267. See BUSWELL, LAW OF INSANITY, §§ 194 *et seq.* Accordingly, in passing on the plaintiff's capacity to sue, controlling weight was correctly given to the most recent determination of that issue.

INTERNATIONAL LAW — WAR — COSTS AND DAMAGES REFUSED FOR A VIOLATION OF NEUTRALITY WHERE UNINTENTIONAL. — A British war vessel captured a German merchant ship inside Norwegian territorial waters. The British commander had miscalculated his position and had no intention to